

The following purchase order is agency specific. For piggy-backing opportunities you must contact the buyer.



KingCounty

Finance and Business Operations Division
Procurement and Contracts Services Section
Department of Executive Services

CNK-ES-0340
3rd Floor
401 5th Avenue
SEATTLE, WA 98104

206-263-9400 Ph
206-296-7676 Fax
TTY Relay: 771
www.kingcounty.gov

CONTRACTOR:
MODERN BUILDING SYSTEMS
9493 PORTER RD SE
PO BOX 110
AUMSVILLE, OR 97325 United States
Fax: (503) 7494950

BILL TO:
KC DES FBOD ACCOUNTS PAYABLES
401 5TH AVE, CNK-ES-0320
SEATTLE, WA 98104

SHIP TO:
KC DES FBOD ACCOUNTS PAYABLES
401 5TH AVE, CNK-ES-0320
SEATTLE, WA 98104

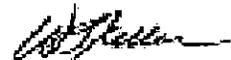
CONTRACT		
CONTRACT NO. 5403160	REVISION 1	PAGE 1 of 1
CREATION DATE 27-JAN-2012	BUYER JANET SEBRING	
DATE OF REVISION 26-MAR-2012	BUYER JANET SEBRING	

CONTRACTOR NO	PAYMENT TERMS	FREIGHT TERMS	FOB	SHIP VIA	CONFIRM TO
7686	2%20DAYS/NET30DA YS	Paid	DESTINATION	Seller Chooses	Telephone: (503) 749-4949

DESCRIPTION

CONTRACT PURCHASE AGREEMENT
 FURNISH OFFICE TRAILERS TO KING COUNTY PERSONNEL AS REQUESTED, DURING THE PERIOD JANUARY 27, 2012 THROUGH JANUARY 26, 2017, IN ACCORDANCE WITH ITB # 1796-11-JDH AND THE RESPONDING BID OF MODERN BUILDING SYSTEMS, BOTH INCORPORATED BY REFERENCE AS IF FULLY SET FORTH HEREIN.
 INDIVIDUAL STANDARD PURCHASE ORDERS WITH UNIQUE PURCHASE ORDER NUMBERS REFERENCING THIS CONTRACT PURCHASE AGREEMENT WILL BE ISSUED BY KING COUNTY TO AUTHORIZE THE PURCHASE AND PAYMENT FOR SPECIFIC TRAILER LEASES, AND WILL INCLUDE THE FOLLOWING DETAILS:
 .SIZE, UNIT NUMBER, SERIAL NUMBER, SQUARE FEET.
 .PHYSICAL ADDRESS
 .LEASE PERIOD AND MONTHLY INSTALLMENT
 .SPECIFIC ADDITIONAL EQUIPMENT (SUCH AS STAIRS)
 .CLEANING CHARGE, AS A FIRM FIGURE

ALL INVOICES MUST REFERENCE THE INDIVIDUAL STANDARD PURCHASE ORDER NUMBER TO AVOID DELAY IN PAYMENTS.
 WHERE THE TERMS OF MODERN BUILDING'S 'LEASE AGREEMENT' AND THIS CONTRACT PURCHASE AGREEMENT DIFFER, KING COUNTY TERMS AND CONDITIONS SHALL PREVAIL.



 Authorized Signature



KingCounty

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CREATION DATE 27-JAN-2012	BUYER JANET SEBRING	
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CONTRACTOR NO	PAYMENT TERMS	FREIGHT TERMS	FOB	SHIP VIA	CONFIRM TO:
7686	2%20DAYS/NET30DAYS	Paid	DESTINATION	Seller Chooses	Telephone: (503) 749-4949

DESCRIPTION
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PURCHASE ORDER GENERAL TERMS AND CONDITIONS

Order of Precedence: When this purchase order is issued subsequent to the results of a request for bid or proposal, the terms and conditions contained in the solicitation or resulting contract shall control.

Compliance: By acceptance of this order, the supplier warrants full compliance with all applicable local, state or federal laws and regulations including specific statutory requirements of Federal Agencies. Upon request, the purchasing agent will provide applicable contract terms and conditions.

Acceptance/Changes: All good or materials purchased hereunder are subject to approval by King County. No substitutions or changes of any nature under this purchase order will be accepted unless approved in writing by King County.

Inspections: By acceptance of this order, supplier grants the right to Buyer to make periodic visits to the supplier's plant or their subcontractor's for inspection of materials or to determine actual progress of manufacture.

Change Orders: Change orders modifying the terms and conditions herein will be without effect unless issued and authorized in writing by King County.

Cancellation: The County may cancel any purchase order or any part thereof by written notice at any time, without penalty, if the supplier fails to comply with the terms, specifications, delivery/completion date or to perform the work with diligence.

Invoices: Invoices must reference the purchase order number.

All suppliers licensed to do business in Washington State must bill King County for applicable tax. Indicate discount terms to the County for prompt payment. Discount period to be extended if the invoice is returned for correction or clarification.

Shipping Instructions: All shipments must contain a packing slip. Unless other wise specified, all goods are to be shipped prepaid, FOB Destination. Where shipping addresses indicate room numbers, the Supplier shall make delivery to that location at no additional charge, including, but not limited to delivery, packing and or crating.

Warranty: The Supplier warrants that all products delivered under this purchase order shall be free from defects in material and workmanship, and shall be fit for the intended purpose. This warrantee is an addition to any standard warranty or guarantee by supplier to the County. All products determined by King County to be defective shall be replaced within 15 days of notice by King County.

All costs of replacement, including shipping charges shall be borne by the Supplier. Supplier warrants that the merchandise is free and clear of all liens and encumbrances and the supplier has a good and marketable title to same. Supplier warrants that the equipment, materials or service on this order do not infringe any patent, registered trademark or copyright and agrees to hold King County harmless in the event of any infringement or claim thereof.

Certification Regarding Debarment, Suspension and Other Responsibility Matters: By providing goods or services under this purchase order, the Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered instructions.

* ORIGINAL *
COPY

LEASE AGREEMENT

LESSOR:

Modern Building Systems, Inc.
PO Box 110
9493 Porter Road
Aumsville, OR 97325
Sales Contact: JC

LESSEE:

(Customer Name)

In consideration of the terms and conditions contained herein Lessor and Lessee agree as follows:

Lessee agrees to lease the Building (as defined below) from Lessor as (Dater) for a minimum lease period of (#) months in accordance with the terms and conditions attached hereto.

Exclude here, identify in individual PO's.

The "Building" is a (Size) building, unit(#), serial (#), containing (#) square feet of space, to be provided by Lessor as per the Plans and Specifications attached hereto as Exhibit A, which is incorporated herein by reference. The Building shall be located at: (Physical Address) (the "Location").

Exclude here. identify in PO's.

Lessor will deliver and install the Building at the Location according to the Plans and Specifications. ~~LESSOR MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, CONCERNING THE BUILDING, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES FOR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.~~

reject

RENTAL: For the minimum lease period, Lessee agrees to pay Lessor, by check at Lessor's office in Aumsville, Oregon, rent in the total amount of (\$), in monthly installments of (\$). Such monthly rent shall be paid by Lessee in advance on the 28th day of each month. (This rent amount is subject to adjustment as provided herein.) Applicable state and local sales and use taxes and other direct taxes (as provided in the Terms and Conditions) shall be due and payable to Lessor by Lessee monthly as invoiced.

net 30 days.

INSTALLATION AND REMOVAL FEES: In addition to rent, Lessee agrees to pay Lessor, by check at Lessor's office in Aumsville, Oregon, a delivery and installation fee of (\$) and a removal and return fee based upon the current rate at the actual time of Lease termination. The removal and return fee of (\$) shall be paid with the final rental payment, before removal of the Building. Lessor is not responsible for any site work, excavation/backfill or utilities or their connections (e.g., power, water, sewer, telephone/data) at the Location, unless specifically contracted herein to do so.

STAIRS: Lessee agrees to lease (#) set(s) of OSHA stairs for (\$) per month. If the stairs are not returned to Lessor, Lessee will be charged \$1100.00 per set. If the steps are returned damaged, Lessee will be charged accordingly for the repair or replacement.

additional equipment covered and as identified in individual PO's.

CLEANING AND KEYS: The Building will be cleaned upon return to Lessor at Lessee's sole expense. The cleaning charge shall be Lessor's actual expense or (\$), whichever is larger. Lessee shall be liable for any and all damage to the Building and its accessories. If keys are not returned with the Building, Lessee will be charged (\$).

firm figure as determined at time of individual PO.

~~The terms of this Lease Agreement ("Lease") shall not be affected by the terms of any Lessee purchase order, all of whose terms are rejected.~~

Signed by duly authorized agents this (Date).

Lessor: Modern Building Systems, Inc.
PO Box 110
Aumsville, OR 98047

Lessee: (Customer Name)

By: _____

By: _____

Title: _____

* ORIGINAL *
copy

TERMS AND CONDITIONS

1. This transaction is a lease and not a sale. Lessee does not acquire any right, title or interest in the Building, except the right to possess and use the Building under this Lease, so long as Lessee is not in default.

2. In addition to the payment of rent, Lessee shall pay Lessor for all sales and use taxes, other direct taxes and registration fees imposed by federal, state or other taxing authorities and allocated by Lessor on either an individual or prorated basis for any units of the Building.

3. Lessee will, at its sole cost, keep the Building at all times in good repair and operating condition and free of all liens and encumbrances. Lessee shall replace all worn or broken parts with new parts acceptable to Lessor. Upon termination of this Lease, Lessee will return the Building to Lessor in at least as good a condition and state of repair as delivered to Lessee, ordinary wear and tear excepted. Until restoration or repairs have occurred to the satisfaction of Lessor, Lessee shall continue to be liable for rent on any Building returned (a) with accessories, attachments or other items missing; (b) requiring repairs of any kind or requiring restoration to original specifications; or, (c) with alterations or modifications performed by Lessee. If Lessee does not make the required repairs or restoration, Lessor shall determine the amount due for them for which Lessee shall be responsible and rent on the Building will continue to accrue until that amount is paid by Lessee.

4. If this Lease is for a custom Building that is ordered in accordance with Lessee's specifications and is not from Lessor's current inventory, the rent commencement date shall be the date on which the Building is installed at the Location. If the installation is delayed by any act or omission of Lessee, rent payments shall commence once Lessee is notified of the completion of the Building.

5. In the performance of its obligations, Lessor shall not be responsible for events beyond its reasonable control, including, without limitation, delays or impossibility of manufacturing, delivery or installation due to fire, flood, windstorm, riot, civil disobedience, strikes and acts of God.

6. Any damage claim of Lessee against Lessor arising out of or related to this Lease shall be limited to an amount not exceeding the lesser of (a) the rent actually paid by Lessee or (b) six months of rent, whichever is less. In no event shall Lessor be responsible for consequential damages, including, without limitation, loss of use or lost profits. These damage limitations shall apply regardless of the nature of the claim, including without limitation, those based upon contract, tort (including negligence), warranty or statute.

7. Lessee shall provide free and clear access for delivery and return of the Building by standard mobile transport vehicle. Lessee shall provide firm and level ground or no more than a six-inch slope from one end to the other for safe and unobstructed installation of the Building. The site selection is the sole responsibility of Lessee. Lessor shall have no responsibility or liability for any inadequacy of the location for the setup or use of the Building. Lessee is solely responsible for obtaining any required permits for the installation and use of the Building at the Location.

8. Lessor may at any time following the expiration of the minimum lease period, request Lessee to return the Building to the location designated by Lessor. *with 30 days written notice.*

(a) If Lessee, without any further written agreement, shall continue to possess or occupy the Building beyond the minimum lease period, Lessee shall then be deemed to have renewed this Lease on a month-to-month basis at the rental rate in Lessor's monthly published lease rate(s) then in effect.

(b) If Lessor elects to terminate this Lease upon the expiration of the minimum lease period, rent shall continue until the Building is returned to the location designated by Lessor and Lessee pays Lessor all unpaid rents and charges allocable to the returned Building that have accrued as of the date the Building is returned.

9. ~~Lessor shall not be liable for claims or damages of any kind whatsoever, whether to person or property, arising from or in any way connected with the Building or Lessee's use thereof, and Lessee will indemnify, defend and hold Lessor harmless from any and all such claims or damage arising therefrom.~~

10.

(a) Upon delivery of the Building to the Location, Lessee will assume the entire risk of loss to the Building until the Building is returned to Lessor. ~~Lessee represents that it is insured in all of its business activities and shall insure its interests in and obligations with respect to the Building. The Building shall be covered by a standard comprehensive property insurance policy, covering the full replacement value of the Building with any insurance payment thereunder payable to Lessor. Lessee shall be responsible for any deductible amounts. If Lessee fails to obtain or maintain such insurance at Lessee's cost, Lessor may obtain such insurance, but Lessor shall not be obligated to do so. In the event of any damage to or loss or destruction of the Building occurring subject to insurance, Lessor may, at its sole election, determine to repair or replace the Building.~~

King County is self insured.

(b) ~~Lessee shall maintain a general liability insurance policy in the minimum policy amount of \$1 million. Lessor shall be named as an additional insured under the policy. Lessee shall be responsible for any deductible amounts.~~

(c) ~~Before the installation of the Building, Lessee shall provide Lessor a certificate of insurance verifying that Lessee has obtained the required insurance coverage.~~

11. The following shall constitute Events of Default: (a) Lessee fails to pay any rent or any other amount herein provided within 10 days after the same is due and payable; (b) Lessee fails to comply with any provisions of this Lease; (c) Lessee abandons the Building; (d) Lessee ceases doing business as a going concern; (e) any proceeding in bankruptcy, receivership or insolvency is commenced by or against Lessee or Lessee's property, or if Lessee makes an assignment for the benefit of creditors; (f) Lessee makes any misrepresentation or false statement as to Lessee's credit or financial standing in connection with the execution of this Lease; (g) Lessee commits any act of assignment, including permitting any other entity or person to use the Building; (h) Lessee makes a bulk transfer of its furniture, fixtures, furnishings or other Building inventory; (i) Lessee breaches any of the terms of any loan or credit agreements, or defaults thereunder; and (j) if there is more than one lease existing between Lessor and Lessee, Lessee defaults under any other such lease.

12. Upon the occurrence of an Event of Default, and without prejudice to any other rights or remedies Lessor may have, Lessor may exercise any one or more of the following remedies:

(a) Lessor may declare the entire amount of rent for the minimum lease period immediately due and payable without further notice or demand to Lessee.

(b) Lessor may recover all rents and other amounts due as of the date of such default.

(c) Lessor and its agents may, without notice, liability or legal process, enter into any premises of or under control of Lessee or any agent of Lessee where the Building and its accessories may be believed to be located and attempt to repossess the Building, disconnecting and separating it from any other property and using all means necessary or reasonable to take possession of the Building and its accessories.

Lessee hereby waives any claim or cause of action of any kind whatsoever against Lessor growing out of the removal, repossession or retention of the Building, including, without limitation, claims for trespass or conversion.

(d) Lessor may obtain provisional process or injunctive relief to recover possession of the Building and its accessories. Lessee hereby waives any objection to such relief.

(e) Lessor may pursue any other remedy now or hereafter existing at law or in equity.

All such remedies are cumulative, and may be exercised concurrently or separately.

13. ~~Rents and charges not received by Lessor within 30 days of the invoice date shall accrue a late charge of (a) 1 1/2 percent per month or (b) the maximum rate permitted by law, whichever is lower.~~

14. When the minimum term of this Lease exceeds 11 months, the rental charge ~~shall~~ ^{may} be subject to adjustment, based upon the All Items Consumer Price Index ("CPI") for the United States (United States Bureau of Labor Statistics, 1967 base period) calculated as follows: For each change of one index point in the CPI, the rental rate shall be adjusted by a factor of 0.5 percent. Any adjustments shall take effect at the end of the sixth month following the commencement date of this Lease and will be further adjusted each six months thereafter. Said adjustment will be based on the most recent CPI indices before the invoicing of each rental charge. *and 30 days written notice to King County.*

15. ~~Should the Lessee elect for any reason, to terminate this Lease at any time before the end of the minimum lease period, the entire unpaid balance of the rent due hereunder shall immediately become due and payable. Such termination shall become effective only when the Building is returned in good condition to the location designated by Lessor and pays Lessor all unpaid rents and charges allocable to the returned Building.~~

16. ~~If it has fulfilled all of its obligations under this Lease, Lessee has the option to extend this Lease in one-year increments after the expiration of the initial term hereof. All of the terms and provisions of this Agreement shall remain the same in the event of any such annual extension, except that the CPI adjustment described above shall be applicable to the first months of the extension. Should Lessee wish to so extend this Lease, Lessee must give Lessor 30 days' written notice of such election before the expiration of the term hereof or before the expiration of any previously extended term hereof.~~

17. Lessee shall, at Lessee's sole cost, obtain any and all licenses, titles, permits and other certificates as may be required by law or otherwise for Lessee's lawful operation, possession or occupancy of the Building. Lessee shall provide for all maintenance, upkeep, repair, utilities and operational costs of any nature whatsoever pertaining to the Building in a careful manner so as not to expose the Building to damage. All permits, certificates of title or registration applicable to the Building shall reflect Lessor's ownership thereof.

18. ~~Lessee shall not remove the Building from the Location without prior written approval from Lessor. Lessee shall notify Lessor immediately of any attempted levy or seizure of the Building and shall indemnify and hold Lessor harmless from and against any loss or damage resulting therefrom. Lessor may inspect the Building from time to time. If Lessor believes the Building to be overloaded beyond normal capacity or misused, abused or neglected, Lessor may summarily remove and repossess the Building upon five days' prior written notice to Lessee. In that event, Lessee shall be liable for the total unpaid amount for the minimum lease period.~~

19. ~~If at any time Lessor retakes the Building and there is any other property owned by Lessee or in the custody or control of Lessee attached to or contained within the Building, Lessor may take possession of such other property and hold the same for Lessee either in Lessor's possession or, in the exercise of Lessor's sole discretion, in public storage for the account of and at the sole expense of Lessee. In addition, Lessee shall indemnify, defend and hold Lessor harmless from and against any claims relating to damage to the property of Lessee or any other persons suffered or sustained during repossession of the Building by Lessor.~~

20. Lessee agrees that the Building will not be used for any residential purposes. Lessee shall not make or permit any unlawful use or handling of the Building and shall not, without Lessor's prior written consent, make or permit any changes, alterations or improvements in or to the Building or remove therefrom any parts, accessories or attachments.

21. This Lease may not be assigned by Lessee, nor may all or any part of the Building be sublet by Lessee without the prior written consent of Lessor. Lessor may assign this Lease and the rent.

22. ~~Any notice required or permitted to be given hereunder shall be in writing and shall be deemed properly given upon delivering the same personally to an authorized representative of the party to be notified, or upon mailing such notice, by registered or certified mail, return receipt requested, to the party to be notified, at its address hereinafter set forth, or at such other address within the United States as the party to be notified may have designated prior thereto by written notice to the other party.~~

23. Each person signing this Lease represents and warrants that such person has all requisite power and authority necessary to execute this Lease and to perform the party's respective obligations hereunder and that this Lease is binding upon and enforceable against the party represented by that person. This Lease shall inure to the benefit of and shall be binding upon the respective successors in interest and permitted assigns of the parties hereto.

24. ~~Lessee's obligations set forth herein shall survive the termination of this Lease.~~

25. ~~This Lease contains the entire agreement and understanding between the parties and supersedes and replaces all prior or contemporaneous communications, understandings or agreements, whether verbal or written.~~

26. ~~This Lease shall be governed by and construed in accordance with the laws of the state of Oregon. The exclusive venue for any dispute arising out of or related to this Lease shall be the Circuit Court of the State of Oregon in Marion or Multnomah County, at Lessor's option. However, nothing in this provision shall prevent Lessor from seeking equitable relief in any court with jurisdiction.~~

27. ~~In the event of any dispute or claims arising out of or related to this Lease, the prevailing party shall be entitled to recover all litigation costs, including, without limitation, attorney fees and costs incurred at trial, on appeal, on review or in any bankruptcy proceeding.~~

28. All ideas, designs, arrangements, and plans indicated, represented or produced by Modern Building Systems Inc., are owned by, and the property of Modern Building Systems Inc. None of such ideas, designs, arrangements, or plans shall be used by any other person without prior written permission of Modern Building Systems Inc.

* ORIGINAL *

Invitation to Bid



Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-263-9400 TTY Relay: 711

ADVERTISED DATE: NOVEMBER 29, 2011

Invitation to Bid (ITB) Title: Office Trailer Leases

ITB Number: 1796-11-JDH

Due Date: December 13, 2011 - 2:00 p.m.

Buyer: Janet Harjo, janet.harjo@kingcounty.gov, 206-263-9286

Alternate Buyer: Gina Keolker, gina.keolker@kingcounty.gov, 206-263-9387

Furnish leased trailers as requested by King County personnel in accordance with the attached instructions, requirements and specifications.

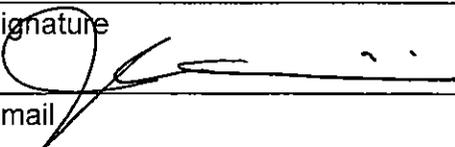
Total Bid Price:
\$12,375.00

NO PRE-BID CONFERENCE

Sealed Bids are hereby solicited and will only be received by:
King County Procurement Services Section
Chinook Building, 3rd Floor
401 Fifth Avenue
Seattle, WA 98104
Office Hours: 8:00 a.m. – 5:00 p.m.
Monday - Friday

BIDDERS SHALL COMPLETE AND SIGN THE FORM BELOW.

We acknowledge that all Addenda have been examined as part of the Contract documents. The submittal is signed by an authorized representative of the Bidder accepting all terms and conditions contained in the bid and any addenda. We acknowledge that attaching our terms and conditions or modifying the ITB terms and conditions may result in our bid being rejected.

Company Name		
Modern Building Systems, Inc		
Address		City/State /Postal Code
1550 Thornton Ave. SW		98047
Signature	Print name and title	
	John Carini Territory Manager	
Email	Phone	Fax
jcarini@modernbuildingsystems.com	253-863-8863	253-863-8867
SCS/DBE Certification Number		

Upon request, this Invitation to Bid will be provided in alternative formats such as Braille, large print, audiocassette or computer disk for individuals with disabilities.

SECTION 5 Bid Response

5.1 Introduction

- A. County seeks pricing for leases on a variety of office trailer sizes that may be used for projects countywide.
- B. County shall communicate need for leased trailers and anticipated duration of leases via issue of individual purchase orders.
- C. County will be responsible for installation site preparation and suitability, and will provide adequate access for delivery of leased unit.
- D. Pricing for special equipment or accessories shall be arranged on a case-by-case basis.
- E. Delivery drivers shall have current commercial driver's license and shall present the license upon request of County. Contractor shall provide commercial driver's license classification in Section 5.4 Driver Qualifications.

5.2 Bidder's Commercial Lease Agreement

Bidders are invited to submit, at the time of bid submission, their commercial lease agreement for consideration. King County reserves the right to accept or reject any or all of the Bidder's standard commercial terms where they conflict with King County General Terms and Conditions.

5.3 Rules of Price Evaluation

Bids meeting all requirements of this ITB will be evaluated on price. Bids stating "price in effect at the time of shipment" will not be accepted.

5.4 Driver Qualifications

Commercial Driver's License classification (A, B, or C) : A

5.5 Delivery

County possession of leased unit shall take place upon acceptance of installed trailer unit; Lessor shall regain possession of goods upon 'knockdown'.

5.6 Prompt Pay Discount

Prompt payment discounts offered by Contractors shall be used to calculate the low bid provided the discount offered allows a **minimum of 20 days** for payment. The County will take advantage of any prompt payment discount terms bid. Discount periods shall be extended if:

- The date printed on the invoice is more than three days earlier than the invoice receipt date;
- The delay is caused awaiting a credit memo, invoice correction, adjustment or reissue;

Prompt pay discount offered: 2 % 20 Days/ Net 30 Days

5.7 Pricing

See 'Attachment A, Pricing Schedule'. Fill in the cost for each trailer size and lease duration. If Bidder's trailer size differs slightly from 'Office Trailer Size' provided in Attachment A, indicate dimensions of unit being offered.

Prices presented in Attachment A shall be available for locations throughout King County.

ORIGINAL

ITB # 1796-11 Office Trailer Leases, Attachment A Pricing Schedule									
Item No	Est. Annual Qty	Office Trailer Rental Size	Duration	Price per Month	Delivery Charge	Return Charge	Install (Block and Level)	Knock down	Extension
1	5	20' x 8' *** Provide offered size, if different:	5 Months	\$ 120.00	\$ 100.00	\$ 100.00	\$ 50.00	\$ 100.00	\$ 470.00
2	1	24' x 8' *** Provide offered size, if different: <u>28' x 8'</u>	17 Months	\$ 145.00	\$ 100.00	\$ 100.00	\$ 50.00	\$ 100.00	\$ 495.00
3	2	46' x 10' Provide offered size, if different: <u>44' x 10'</u>	24 Months	\$ 195.00	\$ 150.00	\$ 150.00	\$ 50.00	\$ 100.00	\$ 645.00
4	2	44' x 12' *** Provide offered size, if different: <u>42' x 12'</u>	6 Months	\$ 245.00	\$ 200.00	\$ 200.00	\$ 85.00	\$ 135.00	\$ 865.00
Total									\$ 2,475.00
5-Year Total (Also place on bid cover)									\$ 12,375.00

LEASE AGREEMENT

LESSOR:

Modern Building Systems, Inc.
PO Box 110
9493 Porter Road
Aumsville, OR 97325
Sales Contact: JC

LESSEE:

(Customer Name)

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INSTALLATION AND REMOVAL FEES: In addition to rent, Lessee agrees to pay Lessor, by check at Lessor's office in Aumsville, Oregon, a delivery and installation fee of (\$) and a removal and return fee based upon the current rate at the actual time of Lease termination. The removal and return fee of (\$) shall be paid with the final rental payment, before removal of the Building. Lessor is not responsible for any site work, excavation/backfill or utilities or their connections (e.g., power, water, sewer, telephone/data) at the Location, unless specifically contracted herein to do so.

STAIRS: Lessee agrees to lease (#) set(s) of OSHA stairs for (\$) per month. If the stairs are not returned to Lessor, Lessee will be charged \$1100.00 per set. If the steps are returned damaged, Lessee will be charged accordingly for the repair or replacement.

CLEANING AND KEYS: The Building will be cleaned upon return to Lessor at Lessee's sole expense. The cleaning charge shall be Lessor's actual expense or (\$), whichever is larger. Lessee shall be liable for any and all damage to the Building and its accessories. If keys are not returned with the Building, Lessee will be charged (\$).

The terms of this Lease Agreement ("Lease") shall not be affected by the terms of any Lessee purchase order, all of whose terms are rejected.

Signed by duly authorized agents this (Date).

Lessor: Modern Building Systems, Inc.
PO Box 110
Aumsville, OR 98047

Lessee: (Customer Name)

By: _____

By: _____

Title: _____

TERMS AND CONDITIONS

1. This transaction is a lease and not a sale. Lessee does not acquire any right, title or interest in the Building, except the right to possess and use the Building under this Lease, so long as Lessee is not in default.

2. In addition to the payment of rent, Lessee shall pay Lessor for all sales and use taxes, other direct taxes and registration fees imposed by federal, state or other taxing authorities and allocated by Lessor on either an individual or prorated basis for any units of the Building.

3. Lessee will, at its sole cost, keep the Building at all times in good repair and operating condition and free of all liens and encumbrances. Lessee shall replace all worn or broken parts with new parts acceptable to Lessor. Upon termination of this Lease, Lessee will return the Building to Lessor in at least as good a condition and state of repair as delivered to Lessee, ordinary wear and tear excepted. Until restoration or repairs have occurred to the satisfaction of Lessor, Lessee shall continue to be liable for rent on any Building returned (a) with accessories, attachments or other items missing; (b) requiring repairs of any kind or requiring restoration to original specifications; or, (c) with alterations or modifications performed by Lessee. If Lessee does not make the required repairs or restoration, Lessor shall determine the amount due for them for which Lessee shall be responsible and rent on the Building will continue to accrue until that amount is paid by Lessee.

4. If this Lease is for a custom Building that is ordered in accordance with Lessee's specifications and is not from Lessor's current inventory, the rent commencement date shall be the date on which the Building is installed at the Location. If the installation is delayed by any act or omission of Lessee, rent payments shall commence once Lessee is notified of the completion of the Building.

5. In the performance of its obligations, Lessor shall not be responsible for events beyond its reasonable control, including, without limitation, delays or impossibility of manufacturing, delivery or installation due to fire, flood, windstorm, riot, civil disobedience, strikes and acts of God.

6. Any damage claim of Lessee against Lessor arising out of or related to this Lease shall be limited to an amount not exceeding the lesser of (a) the rent actually paid by Lessee or (b) six months of rent, whichever is less. In no event shall Lessor be responsible for consequential damages, including, without limitation, loss of use or lost profits. These damage limitations shall apply regardless of the nature of the claim, including without limitation, those based upon contract, tort (including negligence), warranty or statute.

7. Lessee shall provide free and clear access for delivery and return of the Building by standard mobile transport vehicle. Lessee shall provide firm and level ground or no more than a six-inch slope from one end to the other for safe and unobstructed installation of the Building. The site selection is the sole responsibility of Lessee. Lessor shall have no responsibility or liability for any inadequacy of the location for the setup or use of the Building. Lessee is solely responsible for obtaining any required permits for the installation and use of the Building at the Location.

8. Lessor may at any time following the expiration of the minimum lease period, request Lessee to return the Building to the location designated by Lessor.

(a) If Lessee, without any further written agreement, shall continue to possess or occupy the Building beyond the minimum lease period, Lessee shall then be deemed to have renewed this Lease on a month-to-month basis at the rental rate in Lessor's monthly published lease rate(s) then in effect.

(b) If Lessor elects to terminate this Lease upon the expiration of the minimum lease period, rent shall continue until the Building is returned to the location designated by Lessor and Lessee pays Lessor all unpaid rents and charges allocable to the returned Building that have accrued as of the date the Building is returned.

9. Lessor shall not be liable for claims or damages of any kind whatsoever, whether to person or property, arising from or in any way connected with the Building or Lessee's use thereof, and Lessee will indemnify, defend and hold Lessor harmless from any and all such claims or damage arising therefrom.

10.

(a) Upon delivery of the Building to the Location, Lessee will assume the entire risk of loss to the Building until the Building is returned to Lessor. Lessee represents that it is insured in all of its business activities and shall insure its interests in and obligations with respect to the Building. The Building shall be covered by a standard, comprehensive property insurance policy, covering the full replacement value of the Building with any insurance payment thereunder payable to Lessor. Lessee shall be responsible for any deductible amounts. If Lessee fails to obtain or maintain such insurance at Lessee's cost, Lessor may obtain such insurance, but Lessor shall not be obligated to do so. In the event of any damage to or loss or destruction of the Building occurring subject to insurance, Lessor may, at its sole election, determine to repair or replace the Building.

(b) Lessee shall maintain a general liability insurance policy in the minimum policy amount of \$1 million. Lessor shall be named as an additional insured under the policy. Lessee shall be responsible for any deductible amounts.

(c) Before the installation of the Building, Lessee shall provide Lessor a certificate of insurance verifying that Lessee has obtained the required insurance coverage.

11. The following shall constitute Events of Default: (a) Lessee fails to pay any rent or any other amount herein provided within 10 days after the same is due and payable; (b) Lessee fails to comply with any provisions of this Lease; (c) Lessee abandons the Building; (d) Lessee ceases doing business as a going concern; (e) any proceeding in bankruptcy, receivership or insolvency is commenced by or against Lessee or Lessee's property, or if Lessee makes an assignment for the benefit of creditors; (f) Lessee makes any misrepresentation or false statement as to Lessee's credit or financial standing in connection with the execution of this Lease; (g) Lessee commits any act of assignment, including permitting any other entity or person to use the Building; (h) Lessee makes a bulk transfer of its furniture, fixtures, furnishings or other Building inventory; (i) Lessee breaches any of the terms of any loan or credit agreements, or defaults thereunder; and (j) if there is more than one lease existing between Lessor and Lessee, Lessee defaults under any other such lease.

12. Upon the occurrence of an Event of Default, and without prejudice to any other rights or remedies Lessor may have, Lessor may exercise any one or more of the following remedies:

(a) Lessor may declare the entire amount of rent for the minimum lease period immediately due and payable without further notice or demand to Lessee.

(b) Lessor may recover all rents and other amounts due as of the date of such default.

(c) Lessor and its agents may, without notice, liability or legal process, enter into any premises of or under control of Lessee or any agent of Lessee where the Building and its accessories may be believed to be located and attempt to repossess the Building, disconnecting and separating it from any other property and using all means necessary or reasonable to take possession of the Building and its accessories.

Lessee hereby waives any claim or cause of action of any kind whatsoever against Lessor growing out of the removal, repossession or retention of the Building, including, without limitation, claims for trespass or conversion.

(d) Lessor may obtain provisional process or injunctive relief to recover possession of the Building and its accessories. Lessee hereby waives any objection to such relief.

(e) Lessor may pursue any other remedy now or hereafter existing at law or in equity.

All such remedies are cumulative, and may be exercised concurrently or separately

13. Rents and charges not received by Lessor within 30 days of the invoice date shall accrue a late charge of (a) 1 1/2 percent per month or (b) the maximum rate permitted by law, whichever is lower.

14. When the minimum term of this Lease exceeds 11 months, the rental charge shall be subject to adjustment, based upon the All Items Consumer Price Index ("CPI") for the United States (United States Bureau of Labor Statistics, 1967 base period) calculated as follows: For each change of one index point in the CPI, the rental rate shall be adjusted by a factor of 0.5 percent. Any adjustments shall take effect at the end of the sixth month following the commencement date of this Lease and will be further adjusted each six months thereafter. Said adjustment will be based on the most recent CPI indices before the invoicing of each rental charge.

15. Should the Lessee elect, for any reason, to terminate this Lease at any time before the end of the minimum lease period, the entire unpaid balance of the rent due hereunder shall immediately become due and payable. Such termination shall become effective only when the Building is returned in good condition to the location designated by Lessor and pays Lessor all unpaid rents and charges allocable to the returned Building.

16. If it has fulfilled all of its obligations under this Lease, Lessee has the option to extend this Lease in one-year increments after the expiration of the initial term hereof. All of the terms and provisions of this Agreement shall remain the same in the event of any such annual extension, except that the CPI adjustment described above shall be applicable to the first months of the extension. Should Lessee wish to so extend this Lease, Lessee must give Lessor 30 days' written notice of such election before the expiration of the term hereof or before the expiration of any previously extended term hereof.

17. Lessee shall, at Lessee's sole cost, obtain any and all licenses, titles, permits and other certificates as may be required by law or otherwise for Lessee's lawful operation, possession or occupancy of the Building. Lessee shall provide for all maintenance, upkeep, repair, utilities and operational costs of any nature whatsoever pertaining to the Building in a careful manner so as not to expose the Building to damage. All permits, certificates of title or registration applicable to the Building shall reflect Lessor's ownership thereof.

18. Lessee shall not remove the Building from the Location without prior written approval from Lessor. Lessee shall notify Lessor immediately of any attempted levy or seizure of the Building and shall indemnify and hold Lessor harmless from and against any loss or damage resulting therefrom. Lessor may inspect the Building from time to time. If Lessor believes the Building to be overloaded beyond normal capacity or misused, abused or neglected, Lessor may summarily remove and repossess the Building upon five days' prior written notice to Lessee. In that event, Lessee shall be liable for the total unpaid amount for the minimum lease period.

19. If at any time Lessor retakes the Building and there is any other property owned by Lessee or in the custody or control of Lessee attached to or contained within the Building, Lessor may take possession of such other property and hold the same for Lessee either in Lessor's possession or, in the exercise of Lessor's sole discretion, in public storage for the account of and at the sole expense of Lessee. In addition, Lessee shall indemnify, defend and hold Lessor harmless from and against any claims relating to damage to the property of Lessee or any other persons suffered or sustained during repossession of the Building by Lessor.

20. Lessee agrees that the Building will not be used for any residential purposes. Lessee shall not make or permit any unlawful use or handling of the Building and shall not, without Lessor's prior written consent, make or permit any changes, alterations or improvements in or to the Building or remove therefrom any parts, accessories or attachments

21. This Lease may not be assigned by Lessee, nor may all or any part of the Building be sublet by Lessee without the prior written consent of Lessor. Lessor may assign this Lease and the rent

22. Any notice required or permitted to be given hereunder shall be in writing and shall be deemed properly given upon delivering the same personally to an authorized representative of the party to be notified, or upon mailing such notice, by registered or certified mail, return receipt requested, to the party to be notified, at its address hereinafter set forth, or at such other address within the United States as the party to be notified may have designated prior thereto by written notice to the other party.

23. Each person signing this Lease represents and warrants that such person has all requisite power and authority necessary to execute this Lease and to perform the party's respective obligations hereunder and that this Lease is binding upon and enforceable against the party represented by that person. This Lease shall inure to the benefit of and shall be binding upon the respective successors in interest and permitted assigns of the parties hereto.

24. Lessee's obligations set forth herein shall survive the termination of this Lease.

25. This Lease contains the entire agreement and understanding between the parties and supersedes and replaces all prior or contemporaneous communications, understandings or agreements, whether verbal or written.

26. This Lease shall be governed by and construed in accordance with the laws of the state of Oregon. The exclusive venue for any dispute arising out of or related to this Lease shall be the Circuit Court of the State of Oregon in Marion or Multnomah County, at Lessor's option. However, nothing in this provision shall prevent Lessor from seeking equitable relief in any court with jurisdiction.

27. In the event of any dispute or claims arising out of or related to this Lease, the prevailing party shall be entitled to recover all litigation costs, including, without limitation, attorney fees and costs incurred at trial, on appeal, on review or in any bankruptcy proceeding.

28. All ideas, designs, arrangements, and plans indicated, represented or produced by Modern Building Systems Inc., are owned by, and the property of Modern Building Systems Inc. None of such ideas, designs, arrangements, or plans shall be used by any other person without prior written permission of Modern Building Systems Inc.